



# **LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES**

## **REQUEST FOR QUALIFICATIONS FOR A PROFESSIONAL AND TECHNICAL SERVICES MASTER AGREEMENT (PATsMA)**

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## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

The County of Los Angeles (County) Department of Health Services (DHS or Department) is seeking qualified agencies, firms, individuals, or principals, collectively known as “Vendors”, to enter into Master Agreements with the County to provide an array of Professional and Technical Services (PATS).

### **1.2 Background**

DHS is the second largest municipal health system in the nation. DHS operates as an integrated health system, operating 26 health centers and four acute care hospitals, in addition to providing health care to youth in the juvenile justice system and inmates in the LA County jails. Across the network of DHS’ directly operated clinical sites and through partnerships with community-based clinics, DHS cares for about 750,000 unique patients each year. The mission of DHS is to advance the health of our patients and our communities by providing extraordinary care. More information about DHS can be found here: <http://dhs.lacounty.gov/wps/portal/dhs>.

### **1.3 Overview of Solicitation Process**

The process for the award of Work Orders for PATS is designed to provide DHS with maximum flexibility and nimbleness in soliciting for PATS and building a pool of qualified Vendors for future projects. In furtherance of these goals, DHS may undertake different paths for soliciting PATS. Any path used will comply with the CA Government Code and County rules, policies, and directives relating to contracting.

#### **1.3.1 Request for Qualifications with an Accompanying Request for Services**

The primary path for qualifying Vendors will be the issuance of a Request for Qualifications (RFQ) with an accompanying Request for Services (RFS) (collectively, Solicitation). This Solicitation will allow DHS to select one or more qualified Vendors. The Solicitation will be designed to result in two possible outcomes, on a case by case basis. Where the PATS are known and defined, the Solicitation will contain the specific service descriptions and qualifications that are required to receive a Work Order for such PATS. Such Solicitations may result in a Work Order. Where the PATS are more broad and generic in nature, the Solicitation will be used to establish a pool of

qualified Vendors for future work. Such Solicitations may pre-qualify Vendors to be solicited for future PATS.

### **1.3.2 RFS**

The RFS will include the project details, minimum requirements, response submission requirements, review methodology, additional terms and conditions, and, if applicable, the selection criteria for a Work Order as described in Section 1.3.1 above.

### **1.3.3 Master Agreement**

A PATS Master Agreement (PAT SMA) will be executed with **all Vendors** determined to be qualified in the applicable Solicitation. The execution of a PAT SMA does not guarantee any minimum amount of work or business.

### **1.3.4 Work Order**

The Work Order is a subordinate agreement executed wholly within and subject to the provisions of the PAT SMA and will include a Statement of Work and will describe in detail the particular project, location, duration, payment, and the work required for the performance thereof. The only compensation paid to Qualified Contractors under the PAT SMA shall be through satisfactory work performed under a duly issued and executed Work Order. Payment for work shall be specified in each Work Order.

## **1.4 PAT SMA**

### **1.4.1 Acceptance of Terms and Conditions of the PAT SMA**

Vendors understand and agree that submission of a Response constitutes acknowledgement and acceptance of, and willingness to comply with all terms and conditions outlined in Appendix A – Master Agreement, of this RFQ. The terms contained in the PAT SMA are **non-negotiable**.

The PAT SMA may be amended during its term to accommodate changes in the County contracting policies and procedures.

#### **1.4.2 PATSMA Term**

The term of the PATSMA shall go into effect upon the date of execution by the DHS Director, or designee, as authorized by the Board, and shall expire on January 27, 2030.

The term of the PATSMA shall be subject to five (5) additional one-year extension periods. The optional period will be exercised at the sole discretion of the DHS Director, or designee, as authorized by the Board.

### **1.5 Special Provisions**

Certain provisions of the PATSMA may be amended on a Work Order basis. The applicable RFS will include any such amendments, and any Vendor that cannot comply with such amendments should not respond to the applicable Solicitation.

#### **1.5.1 Insurance Requirements**

In addition to the insurance requirements in Appendix A, Master Agreement Subparagraph 8.29 – Insurance Coverage, the County may require the current coverage limits to be increased and/or require additional types of insurance coverage. **Proof of insurability will be validated upon execution of a Work Order.**

#### **1.5.2 Health Insurance Portability and Accountability Act of 1996**

Contractors who are performing activities under a Work Order that involve access to Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in Appendix A (Master Agreement), and Exhibit G (Business Associate Agreement) (BAA), which may be amended to comply with any updated regulations. Any Solicitation that requires the execution of a BAA shall include the BAA, and any Vendor that cannot execute the BAA should not respond to the applicable Solicitation. Each Contractor shall be required to sign the BAA once so long as the BAA has not been amended after the execution of the applicable BAA.

### **1.5.3 Information Security Requirements**

For any Work Order where the Contractor will maintain, process, or transmit Personal Identifiable Information (PHI), additional Information Security provisions and Exhibits will be required.

### **1.6 Minimum Qualifications**

The Vendor must meet the Minimum Requirements as indicated in the applicable RFS.

### **1.7 County Option to Reject Responses**

The County may, at its sole discretion, reject any or all Responses submitted in response to any Solicitation at any time, with or without cause. **The County shall not be liable for any costs incurred by the Vendor in connection with the preparation and submission of any Response.** The County reserves the right to waive immaterial deviations in a submitted Response.

### **1.8 Contact with County Personnel**

All contact, including any questions regarding this RFQ, must be in writing and sent to the e-mail address listed below:

PATSMA Administrator  
[PATSMA@dhs.lacounty.gov](mailto:PATSMA@dhs.lacounty.gov)

## **2.0 INSTRUCTIONS TO VENDORS**

This Section contains instructions to Vendors on how to prepare and submit its Response to this RFQ.

### **2.1 County Responsibility**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the PATSMA unless such understanding or representation is included in the PATSMA.

### **2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Director of Health Services and his/her judgment shall be

final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from working with the County.

## **2.3 Mandatory Requirement to Register on County's WebVen**

All potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the County's home page at <http://camisvr.co.la.ca.us/webven/>.

## **2.4 General Format and Submission Requirements**

### **2.4.1 Submission**

The Vendor shall submit the following Response package to the email address listed in Section 1.8 (Contact with County Personnel):

1. One (1) Response to this RFQ in PDF format; and
2. One (1) Response in accordance with the applicable open RFS. The RFS is available on the DHS Contracts and Grants Portal at <http://dhs.lacounty.gov/wps/portal/dhs/cg/>.

### **2.4.2 Requested Information**

The content and sequence of the RFQ Response must be as follows:

#### **A. Required Forms**

The Vendor shall complete and submit the following Required Forms from Appendix B:

**Exhibit 1:** Vendor's Organization Questionnaire and Affidavit. The County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Agreements. The person signing this form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

**Exhibit 2:** Community Business Enterprise Information

**Exhibit 3:** Prospective Contractor References – Vendor must provide two (2) references that can speak



on their experience working with your firm/company. It is the Vendor's sole responsibility to ensure that each reference contact name, phone number, and e-mail address is accurate. The County reserves the right to request additional references.

The County may disqualify a Vendor if:

- The references fail to support that the Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or
- The references fail to substantiate the Vendor's description of the services provided; or
- The Department is unable to reach the point of contact with reasonable effort.

**Exhibit 4:** Charitable Contributions Certification

**Exhibit 5:** Certification of No Conflict of Interest

**Exhibit 6:** Attestation of Willingness to Consider GAIN/GROW Participants

**B. Financial Capability**

Provide copies of the Vendor's most current and prior two (2) years (for example 2019, 2018 and 2017) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

### **3.0 RESPONSE REVIEW/ACCEPTANCE PROCESS**

#### **3.1 Response Acceptance Process**

The County reserves the sole right to judge the contents of the Responses submitted pursuant to this RFQ. The acceptance process will begin with receipt of the Response to this RFQ. All Responses will be reviewed based on the criteria listed below.

##### **3.1.1 Verification Process**

A review will be conducted of the Vendor's business status by checking with all applicable databases. A review may include, but not be limited to, databases available with the California Secretary of State – Business Programs; Federal Debarment List; and the Federal System for Award Management (SAM) List.

##### **3.1.2 Adherence to Organization Questionnaire and Affidavit**

The Vendor's Organization Questionnaire and Affidavit, as set forth in Appendix B – Required Forms, Exhibit 1.

##### **3.1.3 Vendor's Qualifications**

The Vendor meets the Minimum Qualifications as indicated in the applicable RFS. Failure of the Vendor to comply with the Minimum Qualifications may eliminate its Response from any further consideration.

##### **3.1.4 Vendor's References**

The Vendor's References as provided in Appendix B – Required Forms, Exhibit 3. The review will include verification of the references submitted, a review of the County's Contract Database, if applicable, and a review of the Contractor Alert Reporting Database reflecting past performance history on County contracts.

##### **3.1.5 Financial Capability**

The Vendor's financial records provided in Section 2.4.2-B of the Response will be reviewed as 'Acceptable' or 'Unacceptable'. The Vendor will need to demonstrate a history of business stability and financial ability to perform the services in the applicable RFS.

### **3.2 PATSMA Qualification Process**

Vendors who are notified that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a PATSMA if other requirements necessary for an award have not been met. Other requirements may include, but are not limited to, acceptance of the terms and conditions of the PATSMA. Only when all such requirements have been met to DHS' satisfaction can a Vendor which is otherwise deemed qualified, be regarded as "selected" for recommendation of a PATSMA. DHS will execute PATSMAs with each qualified Vendor as authorized by the Board. All Vendors will be notified of the final selections.

## **4.0 GENERAL CONDITIONS**

### **4.1 County Rights and Responsibilities**

The County has the right to amend or cancel any Solicitation, or any part thereof, by written addendum. The County is responsible only for that, which is expressly stated in each applicable solicitation document and any authorized written addenda thereto. Addenda shall be made available in the DHS Contracts and Grants Portal at <http://dhs.lacounty.gov/wps/portal/dhs/cg/> or provided to each Vendor, as applicable. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County.

### **4.2 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for the Solicitation, or any competing solicitation, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor.

### **4.3 Prohibition from Participation in Future Solicitation(s)**

Vendor shall not participate, in any way, in any future solicitations conducted by the County that includes, or is based upon any services rendered by the Contractor pursuant to the PATSMA and Work Order (if any) resulting from this solicitation. Any response to a solicitation submitted by the Contractor, or by any subsidiary of or subcontractor to the Contractor in violation of this provision shall be rejected by County.

#### **4.4 Gratuities**

##### **4.4.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of the PATSMA or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the PATSMA.

##### **4.4.2 Vendor Notification to County**

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org). Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

##### **4.4.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **4.5 Notice to Vendors Regarding the Public Records Act**

4.5.1 Responses to this Solicitation shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all Responses submitted in response to this Solicitation, become a matter of public record, with the exception of those parts of each Response which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret", "Confidential," or "Proprietary."

4.5.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is

required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are “Trade Secrets”, “Confidential,” or “Proprietary” in nature.**

- 4.5.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked “Confidential”, “Trade Secrets,” or “Proprietary” Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys’ fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

#### **4.6 Determination of Vendor Responsibility**

- 4.6.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Vendors.
- 4.6.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor’s performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 4.6.3 The County may declare a Vendor to be non-responsible for purposes of the PATSMA if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made

or submitted a false claim against the County or any other public entity.

- 4.6.4 If there is evidence that the Vendor may not be responsible, DHS shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. DHS shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for DHS' recommendation.
- 4.6.5 If the Vendor presents evidence in rebuttal to DHS, DHS shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor shall reside with the Board.
- 4.6.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

#### **4.7 Disqualification Review for a PATSMA**

A Response may be disqualified from consideration because the County determined it was non-responsive at any time during the review process. If the County determines that a Response is disqualified due to non-responsiveness, the County shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review

asserts that the County's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Request for a Disqualification Review not satisfying all these criteria may, in the County's sole discretion, be denied.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the review process.